

OWNER'S STATEMENT

Certificate of record owner and security holder

We the undersigned hereby certify, that as of the date of recordation of this Condominium Plan, to being the record owners and holders of security interests in the real property described herein. We also hereby certify to the consent of the recordation of this Condominium Plan pursuant to Chapter 1, Title 6, Part 4, Division Second, California Civil Code, by the County Recorder, Mono County, California.

RECORD OWNER: Sherwin Plaza III Condominium Owners' Association

John T. Vereuck
John T. Vereuck

MANAGER
Title

State of California }
County of Mono } ss.

On Janice Mary Johnson January 20, 2004 before me,Janice Mary Johnson

a Notary Public in and for said County and State, personally appeared

JOHN T. VEREUCK

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and (optional) official seal:

Janice Mary Johnson Janice Mary Johnson
Notary Public (sign) and print name)

My commission expires: Oct. 25, 2006County of my principal place of business: MONONOTES AND DEFINITIONS

1. This is a "Condominium Plan" for a "Condominium Project" as those terms are defined in California Civil Code Sections 1351(e) and (f).

2. "Property" shall refer to all of the real property described in the legal description on this page and all improvements erected thereon.

3. The "Condominium Project", which was approved by and is consistent with the zoning regulations of the Town of Mammoth Lakes, consists of 10 commercial units designated on this condominium plan as 1 through 10.

4. "Common Area" shall refer to all of the Condominium Project other than the Units and shall be identified by the designation "CA". Any portion of the Condominium Project not designated otherwise shall be considered to be Common Area.

5. "Exclusive Use Common Area" shall refer to those portions of the Common Area allocated for the exclusive use by the owner of one or more Units in the Condominium Project, but fewer than all Units. The Exclusive Use Common Areas may be identified hereon "EUCA" followed by the Unit number or numbers to which the Exclusive Use Common Area is appurtenant, or by the following designations:

a. "Assigned Storage" shall refer to those portions of the "Common Area" which are designated for use as areas for storage purposes. The exclusive use of the area shall be reserved to the owner of a particular "Unit" and designated herein by the letter "S" followed by the "Unit" number to which the Assigned Storage area is appurtenant.

b. "Hallways" shall refer to those portions of the "Common Area" which are designated for use as hallways and/or stairwells that provide exclusive access to certain "Units". The exclusive use of the area shall be reserved to the owner(s) of a particular "Unit(s)" and designated herein by the letter "H" followed by the "Unit" number(s) to which the Hallway area is appurtenant.

6. "Unit" or "condominium" means a separate interest in air space in the condominium project, the boundaries of which are the interior surfaces of the units designated on the condominium plan and further described in paragraph 3, above.

7. For definitions of terms not otherwise defined on this Plan, refer to the Declaration of Covenants, Conditions and Restrictions establishing a plan of condominium ownership for the "Property" recorded on 04/09, 2004, as Inst. No. 2004-003260 of Official Records in the office of the Mono County Recorder.

8. All dimensions except subdivision boundaries are approximate as provided in Section 1351(e) of the California Civil Code.

9. All lines defining condominium ownership areas intersect at 90° unless noted otherwise.

10. In interpreting deeds and plans, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deeds and plans, regardless of settling or lateral movements of the building, and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

11. The following are not a part of a unit: bearing walls, columns, beams, floors, roofs, foundations, central heating, reservoirs, tanks, pumps, and other central services, pipes, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except the outlets thereof whenever located within the unit.

RECORDER'S CERTIFICATE

Document No. 00000000 filed this 9th day of April, 2004 at 8:09 P.M., in Book 2 of Condominium Plans at Pages 47-47C at the request of John T. Vereuck.

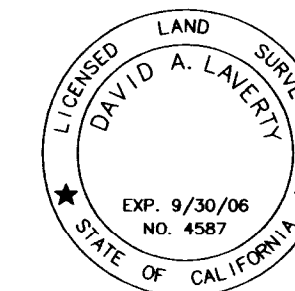
Renn Nolan
County Recorder

By: Sherrie R. Hale
Deputy County Recorder

SURVEYOR'S STATEMENT

I hereby state that I am a Licensed Land Surveyor of the State of California and that this plan consisting of 6 sheets correctly represents: (1) A true and complete survey of the perimeter of the project, Parcel 1 of Parcel No. 36-208, made under my supervision in December, 2002; and (2) the proposed locations of air spaces and buildings.

January 14 2004
Date



David A. Laverty
David A. Laverty, L.S. 4587
Expires 9/30/06

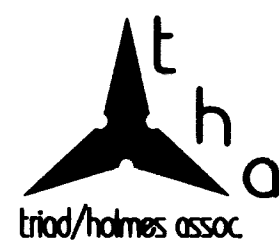
LEGAL DESCRIPTION

Parcel 1 of Parcel No. 36-208 as recorded in Book 4, Page 140 of Parcel Maps, on file in the office of the County Recorder, Mono County, California.

CONDOMINIUM PLAN FORSHERWIN PLAZA III

TOWN OF MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 36-208 PER MAP RECORDED IN BOOK 4 OF PARCEL MAPS, AT PAGES 140 THROUGH 140R



triad/holmes assoc.